

**Releasable**

Date: 10/23/09, 11/20/09

Document: 876126, 877719

**THOMAS E. SEARS · INC.****INSURANCE · REINSURANCE**TELEPHONE 617 424-1600  
TELEX NUMBER 94-0635JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**Insurance Cover Note — No. : SD7025(L)/UPA0090**  
**Renewal Of: SD6034(L)/UNA0147**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **MONSANTO COMPANY**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166****RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.**  
**This Insurance is to cover up to an amount of \$10,410,135 part of**  
**\$28,000,000 Ultimate Net Loss each occurrence subject to an annual**  
**aggregate of \$10,410,135 part of \$28,000,000 Ultimate Net Loss**  
**separately in respect of Products Liability and in respect of**  
**Personal Injury by Occupational Disease.****AMOUNTS OR LIMITS INSURED: \$10,410,135 part of \$28,000,000 as indicated**  
**above, but only to pay the excess of:**  
**1) \$20,000,000 Umbrella Coverage which in turn is in excess of:**  
**2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or**  
**b) \$100,000 Ultimate Net Loss in respect of each occurrence.****PERIOD: FROM: April 1, 1982**  
**Both Days 12:01 A.M. Standard Time****TO: April 1, 1983**  
**Flat**  
**PREMIUM: \$57,627.50 (For 100% hereon**  
**part of \$155,000**  
**for 100% of cover)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **5th** day of **May** 19 **82**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 157642**

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

It is further agreed that service of process in such suit may be made upon

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Monsanto CBI 5A007597

**ENDORSEMENT**

Endorsement No. **2**  
**April 1, 1982**

**INSURED:** **MONSANTO COMPANY, ET AL**

It is understood and agreed that **42.2836% of 37.1791** % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of **SD7025(L)/UPA0090** of the

**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 157644**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7025(L)/UPA0090 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY:.....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157645

# THOMAS E. SEARS · INC.

INSURANCE · REINSURANCE

TELEPHONE 617 424 1600  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD7025 (C)/UPA0090  
Renewal Of: SD6034 (C)/UNA0147

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.  
This Insurance is to cover up to an amount of \$10,410,135 part of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,410,135 part of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$10,410,135 part of \$28,000,000 as indicated above, but only to pay the excess of:  
1) \$20,000,000 Umbrella Coverage which in turn is in excess of:  
2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1982  
Both Days 12:01 A.M. Standard Time

TO: April 1, 1983  
Flat  
PREMIUM: \$57,627.50 (For 100% hereon  
part of \$155,000  
for 100% of cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of May 19 82

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157646

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

~~XXXXXXXXXXXX~~

Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

MONS 157647

## ENDORSEMENT

Endorsement No. 2

April 1, 1982

INSURED: MONSANTO COMPANY, ET AL

It is understood and agreed that 57.7164% of 37.1791% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
New Hampshire Insurance Company	8.7829%
Compagnie d'Assurances Maritimes Aeriennes & Terrestres, Societe Anonyme	7.5282%
Sumitomo Marine & Fire Insurance Company, Ltd.	1.2547%
Guardian Royal Exchange Assurance, Ltd.	2.5094%
Ancon Insurance Company (UK) Ltd.	5.0188%
Bermuda Fire & Marine Insurance Company, Ltd.	5.0191%
Brittany Insurance, Ltd.	2.5091%
Walbrook Insurance Company	6.2059%
El Paso Insurance Company, Ltd.	2.6976%
Dart and Kraft Insurance Company Limited	4.7227%
Louisville Insurance Company	2.0226%
Ludgate Insurance Company, Ltd.	1.6186%
Bermuda Fire & Marine Insurance Company, Ltd.	2.1606%
"Winterthur" Schweizerische Versicherungs-Gesellschaft	2.6976%
Mutual Reinsurance Company, Ltd.	2.4291%
Compagnie Europeene d'Assurances Industrielles S.A.	.5395%
	<u>57.7164%</u>

U. S. FEDERAL EXCISE TAX \$ 527.52  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD7025(C)/UPA0090 of the

## VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.  
 JOHN HANCOCK TOWER  
 200 CLARENDON STREET  
 BOSTON, MASS. 02116

MONS 157648

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 1  
April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7025 (C)/UPA0090 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157649



J (A) FORM

ORIGINAL

## Companies Policy

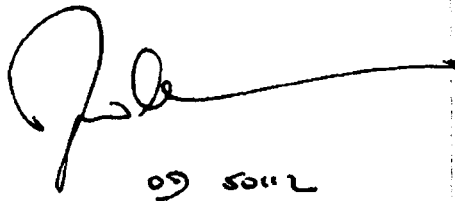
**Whereas** the Assured named in the Schedule herein has promised to pay forthwith a Premium at the Rate specified in the Schedule to Us, the Assurers,

**Now we the Companies** hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

**Now know ye** that we the Assurers do hereby bind ourselves, each COMPANY for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors or Administrators, all such loss, damage or liability as herein provided that the Assured may sustain during the stated period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

**In witness** whereof we the said Assurers have subscribed our names and sums assured as hereinafter appears.



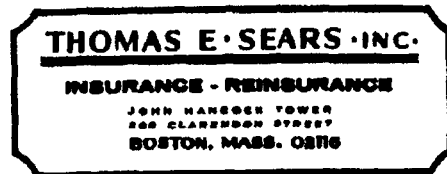
09 50112

MONS 155850

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:



USA

**TAX CLAUSE**

Notice is hereby given that the Assurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium hereunder the Assurers will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 155851**

## SCHEDULE

The Policy No.	881 : ULL0428
The Name and Address of the Assured	Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166.
The Rate or Premium	US.\$96,000.00
The Period of Insurance	<p>From : 1st April, 1979 To: 1st April, 1980</p> <p>both days <del>inclusive</del> at 12.01 a.m. Standard Time</p> <p>and for such further period or periods as may be mutually agreed upon.</p>
The Risk and Sum Insured hereunder	<p><b>Excess Broad Form Liability Insurance</b></p> <p><u>Limit of Liability:</u></p> <p>US.\$40,000,000 any one occurrence</p> <p>US.\$40,000,000 in the aggregate annually in respect of Products Liability</p> <p>US.\$40,000,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the Excess of</u></p> <p>US.\$100,000,000 any one occurrence</p> <p>US.\$100,000,000 in the aggregate annually in respect of Products Liability</p> <p>US.\$100,000,000 in the aggregate annually in respect of Occupational Disease</p> <p>HERETO: 6.0606% part to 100% of 14.1366% of the Limit and Premium herein.</p>

PWG/gn

64115

Warranted same terms and conditions as Policy No. 881/ULL0428  
on the identical subject matter and risk and in identically the same proportion on each part thereof.

issued by Lloyd's Underwriters

MONS 155852

**L'Union Atlantique S.A. D'Assurances**

**MONS 155853**

**SFDP**

**881/ULL0428**

## **Companies Policy**

**MONS 155854**

**L1 029**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424 1600  
TELEX NUMBER 34-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## Insurance Cover Note — No. : SD7026(L)/UPA0092 Renewal Of: SD6035(L)/UNA0149

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **MONSANTO COMPANY**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166**

RISKS OR HAZARDS COVERED: **Excess Broad Form Umbrella Liability Insurance.**  
**This Insurance is to cover up to an amount of \$8,600,000 part of**  
**\$10,000,000 Ultimate Net Loss each occurrence subject to an annual**  
**aggregate of \$8,600,000 part of \$10,000,000 Ultimate Net Loss**  
**separately in respect of Products Liability and in respect of**  
**Personal Injury by Occupational Disease.**

AMOUNTS OR LIMITS INSURED: **\$8,600,000 part of \$10,000,000 as indicated**  
**above, but only to pay the excess of:**  
1) **\$48,000,000 Umbrella Coverage which in turn is in excess of:**  
2) a) **Underlying Insurance as set forth in Cover Note No. SD5023, or**  
b) **\$100,000 Ultimate Net Loss in respect of each occurrence.**

PERIOD: FROM: **April 1, 1982**  
**Both Days 12:01 A.M. Standard Time**

TO: **April 1, 1983**  
**Flat**  
**PREMIUM: \$38,700 (For 100% hereon**  
**part of \$45,000**  
**for 100% of cover)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **5th** day of **May** **1982**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

SERVICE OF SUIT CLAUSE (U.S.A.) \*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

~~XXXXXXXXXXXX~~  
~~XX~~

Peterson, Ross, Schloerb & Seidel  
Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

, and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 157664

**ENDORSEMENT**

Endorsement No. .... **2** .....

**April 1, 1982**

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **15,4071% of 86.00%** ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these  
Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... **SD7026(L)/UPA0092** ..... of the

.....  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

BY: .....

**THOMAS E. SEARS, Inc.**  
**John Hancock Tower**  
**200 Clarendon Street**  
**Boston, Mass. 02116**

**MONS 157665**



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7026 (L)/UPA0092 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157666

# THOMAS E. SEARS · INC.

INSURANCE · REINSURANCE

TELEPHONE 617 424 1601  
TELEX NUMBER 94 0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## Insurance Cover Note—No. : SD7026(C)/UPA0092 Renewal Of: SD6035(C)/UNA0149

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **MONSANTO COMPANY**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166**

RISKS OR HAZARDS COVERED: **Excess Broad Form Umbrella Liability Insurance.**  
**This Insurance is to cover up to an amount of \$8,600,000 part of**  
**\$10,000,000 Ultimate Net Loss each occurrence subject to an annual**  
**aggregate of \$8,600,000 part of \$10,000,000 Ultimate Net Loss**  
**separately in respect of Products Liability and in respect of**  
**Personal Injury by Occupational Disease.**

AMOUNTS OR LIMITS INSURED: **\$8,600,000 part of \$10,000,000 as indicated**  
**above, but only to pay the excess of:**  
1) **\$48,000,000 Umbrella Coverage which in turn is in excess of:**  
2) a) **Underlying Insurance as set forth in Cover Note No. SD5023, or**  
b) **\$100,000 Ultimate Net Loss in respect of each occurrence.**

PERIOD: FROM: **April 1, 1982**  
**Both Days 12:01 A.M. Standard Time**

TO: **April 1, 1983**  
**Flat**  
PREMIUM: **\$38,700 (For 100% hereon**  
**part of \$45,000**  
**for 100% of cover)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **5th** day of **May** 19 **82**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157667

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than 30 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**SERVICE OF SUIT CLAUSE (U.S.A.)**

\*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

~~SECRET~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
Peterson, Ross, Schloerb & Seidel  
Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

dated 7/26/77, 300 Main Street, New York, New York, 10002, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 157668

# ENDORSEMENT

Endorsement No. 2  
April 1, 1982

INSURED: MONSANTO COMPANY, ET AL

It is understood and agreed that 84.5929% of 86.00% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Ancon Insurance Company (UK) Ltd.	1.7442%
Yasuda Fire & Marine Insurance Company, Ltd.	1.4535%
CNA Reinsurance of London, Ltd.	13.9535%
British National Life Insurance Society, Ltd.	8.7209%
Turegum Insurance Company	8.7209%
Sovereign Marine & General Insurance Company, Ltd.	23.2557%
Folksam International Insurance Co., Ltd.	5.8139%
Sumitomo Marine & Fire Insurance Company, Ltd.	2.3256%
Bermuda Fire & Marine Insurance Company, Ltd.	3.1010%
Brittany Insurance, Ltd.	1.5502%
Walbrook Insurance Company	3.4507%
El Paso Insurance Company	1.5000%
Dart and Kraft Insurance Company Limited	2.6260%
Louisville Insurance Company	1.1247%
Ludgate Insurance Company, Ltd.	.9000%
Bermuda Fire & Marine Insurance Company, Ltd.	1.2014%
"Winterthur" Schweizerische Versicherungs-Gesellschaft	1.5000%
Mutual Reinsurance Company, Ltd.	1.3507%
Compagnie Europeene d'Assurances Industrielles S.A.	.3000%
	84.5929%

U. S. FEDERAL EXCISE TAX \$ 274.40  
The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD7026 (C) / UPA0092 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

BY:

MONS 157669

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7026 (C)/UPA0092 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157670

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1600  
TELEX NUMBER 9440635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## Insurance Cover Note—No. : SD7027 (L)/UPA0094 Renewal Of: SD6036 (L)/UNA0151

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.  
This Insurance is to cover up to an amount of \$6,408,298 part of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$6,408,298 part of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$6,408,298 part of \$22,000,000 as indicated above, but only to pay the excess of:  
1) \$58,000,000 Umbrella Coverage which in turn is in excess of:  
2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1982  
Both Days 12:01 A.M. Standard Time

TO: April 1, 1983  
Flat  
PREMIUM: \$16,020.75 (For 100% hereon  
part of \$55,000  
for 100% of cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of May 19 82

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157674

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

SERVICE OF SUIT CLAUSE (U.S.A.) \*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
Peterson, Ross, Schloerb & Seidel  
Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 157675

## ENDORSEMENT

Endorsement No. 2

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that 31.2424% of 29.1286% of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of SD7027 (L) /UPA0094 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 157676**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1

April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7027 (L) /UPA0094 of the

UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS 02116

MONS 157677

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1500  
TELEX NUMBER 944635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. : SD7027(C)/UPA0094**  
**Renewal Of: SD6036(C)/UNA0151**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **MONSANTO COMPANY**  
**800 North Lindbergh Boulevard**  
**St. Louis, MO 63166**

RISKS OR HAZARDS COVERED: **Excess Broad Form Umbrella Liability Insurance.**  
**This Insurance is to cover up to an amount of \$6,408,298 part of**  
**\$22,000,000 Ultimate Net Loss each occurrence subject to an annual**  
**aggregate of \$6,408,298 part of \$22,000,000 Ultimate Net Loss**  
**separately in respect of Products Liability and in respect of**  
**Personal Injury by Occupational Disease.**

AMOUNTS OR LIMITS INSURED: **\$6,408,298 part of \$22,000,000 as indicated**  
**above, but only to pay the excess of:**  
1) **\$58,000,000 Umbrella Coverage which in turn is in excess of:**  
2) a) **Underlying Insurance as set forth in Cover Note No. SD5023, or**  
b) **\$100,000 Ultimate Net Loss in respect of each occurrence.**

PERIOD: FROM: **April 1, 1982**  
**Both Days 12:01 A.M. Standard Time**

TO: **April 1, 1983**  
**Flat**  
PREMIUM: **\$16,020.75 (For 100% hereon**  
**part of \$55,000**  
**for 100% of cover**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **5th** day of **May** 19 **82**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 157678**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

SERVICE OF SUIT CLAUSE (U.S.A.) \*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

~~XX~~  
~~XX~~  
Peterson, Ross, Schloerb & Seidel

Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 157679

**ENDORSEMENT**Endorsement No. **2****April 1, 1982****INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that **68.7576% of 29.1286%** % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
New Hampshire Insurance Company	24.1255%
Iron Trades Mutual Insurance Co., Ltd.	12.0627%
Compagnie d'Assurances Maritimes Ariennes & Terrestres, Societe Anonyme	4.8251%
Guardian Royal Exchange Assurance, Ltd.	2.4125%
General Accident Fire & Life Assurance Corp.	2.4125%
Ancon Insurance Company (UK) Ltd.	2.4125%
Folksam International Insurance Co., Ltd.	1.2063%
Walbrook Insurance Company	4.7730%
El Paso Insurance Company, Ltd.	2.0748%
Dart and Kraft Insurance Company, Ltd.	3.6323%
Louisville Insurance Company	1.5556%
Ludgate Insurance Company, Ltd.	1.2449%
Bermuda Fire & Marine Insurance Company, Ltd.	1.6618%
"Winterthur" Schweizerische Versicherungs-Gesellschaft	2.0748%
Mutual Reinsurance Company, Ltd.	1.8683%
Compagnie Europeane d'Assurances Industrielles S.A.	.4150%
	<b>68.7576%</b>

U. S. FEDERAL EXCISE TAX \$.....**69.52**.....  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of **SD7027 (C)/UPA0094** of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****THOMAS E. SEARS, INC.**

JOHN HANCOCK TOWER  
 800 CLARENDON STREET  
 BOSTON, MASS. 02116

**BY:****MONS 157680**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1

April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7027(C)/UPA0094 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157681

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1600  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## Insurance Cover Note — No. : SD7028 (C)/UPA0096

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.  
This Insurance is to cover up to an amount of \$8,039,216 part of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,039,216 part of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,039,216 part of \$20,000,000 as indicated above, but only to pay the excess of:  
1) \$80,000,000 Umbrella Coverage which in turn is in excess of:  
2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1982  
Both Days 12:01 A.M. Standard Time

TO: April 1, 1983  
Flat  
PREMIUM: \$17,686.28 (For 100% hereon  
part of \$44,000  
for 100% of cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of May 19 82

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157739

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ 60 days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

SERVICE OF SUIT CLAUSE (U.S.A.) \*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

~~THOMAS E. SEARS, INC.~~  
~~THOMAS E. SEARS, INC.~~

Peterson, Ross, Schloerb & Seidel

Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601

, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 157740

**ENDORSEMENT**

Endorsement No. 2

April 1, 1982

**INSURED:**

MONSANTO COMPANY, ET AL

It is understood and agreed that 100 % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Sovereign Marine & General Insurance Company, Ltd.	42.6829%
New Hampshire Insurance Company	42.6829%
British National Life Insurance Society, Ltd.	6.0976%
Compagnie d'Assurances Maritimes Aeriennes & Terrestres, Societe Anonyme	4.8781%
Ancon Insurance Company (UK) Ltd.	3.6585%
	<u>100.0000%</u>

U. S. FEDERAL EXCISE TAX \$ 34.52  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD7028(C)/UPA0096 of the

**VARIOUS COMPANIES**  
**THOMAS E. SEARS, INC.**

THOMAS E. SEARS, INC.

JOHN HANCOCK TOWER  
 200 CLARENDON STREET  
 BOSTON, MASS. 02116

BY:

MONS 157741



MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 1

April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7028 (C)/UPA0096 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157742

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617-474-1600  
TELEX NUMBER 94-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note — No. : SD7029 (L)/UPA0098  
Renewal Of: SD6036 (L)/UNA0152

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: **MONSANTO COMPANY**  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: **Excess Broad Form Umbrella Liability Insurance.**  
This Insurance is to cover up to an amount of \$6,506,557 part of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$6,506,557 part of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: **\$6,506,557 part of \$40,000,000 as indicated above, but only to pay the excess of:**  
1) **\$100,000,000 Umbrella Coverage which in turn is in excess of:**  
2) a) **Underlying Insurance as set forth in Cover Note No. SD5023, or**  
b) **\$100,000 Ultimate Net Loss in respect of each occurrence.**

PERIOD: FROM: **April 1, 1982**  
**Both Days 12:01 A.M. Standard Time**

TO: **April 1, 1983**  
**Flat**  
PREMIUM: **\$10,979.81 (For 100% hereon part of \$67,500 for 100% of cover)**

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this **5th** day of **May** 19 **82**

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 157766**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**SERVICE OF SUIT CLAUSE (U.S.A.) \*Sixty (60)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

~~XXXXXXXXXXXX~~

~~XX~~

**Peterson, Ross, Schloerb & Seidel**

**Suite 7300, 200 East Randolph Drive, Chicago, Illinois 60601**

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 157767**

**ENDORSEMENT**

Endorsement No. .... **2** .....

**April 1, 1982**

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **44.9736% of 16.2664%** ..... % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... **SD7029 (L) / UPA0098** ..... of the

.....  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

BY: .....

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 157768**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1

April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7029 (L)/UPA0098 of the

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157769

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 517 424-1600  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD7029(C)/UPA0098  
Renewal Of: SD6036(C)/UNA0152

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.  
This Insurance is to cover up to an amount of \$6,506,557 part of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$6,506,557 part of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$6,506,557 part of \$40,000,000 as indicated above, but only to pay the excess of:  
1) \$100,000,000 Umbrella Coverage which in turn is in excess of:  
2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1982  
Both Days 12:01 A.M. Standard Time

TO: April 1, 1983  
Flat  
PREMIUM: \$10,979.81 (For 100% hereon  
part of \$67,500  
for 100% of cover

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of May 19 82

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157770



**ENDORSEMENT**

Endorsement No. 2

April 1, 1982

**INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that **55.0264% of 16.2664%** % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<b><u>COMPANY</u></b>	<b><u>PROPORTION</u></b>
CNA Reinsurance of London, Ltd.	11.6402%
British National Life Insurance Society, Ltd.	10.5820%
Folksam International Insurance Co., Ltd.	4.2328%
Royale Belge Incendie-Reassurance, Society Anonyme	16.9312%
Walbrook Insurance Company	2.8786%
El Paso Insurance Company, Ltd.	1.2513%
Dart and Kraft Insurance Company, Limited	2.1907%
Louisville Insurance Company	.9382%
Ludgate Insurance Company, Ltd.	.7508%
Bermuda Fire & Marine Insurance Company, Ltd.	1.0022%
"Winterthur" Schweizerische Versicherungs-Gesellschaft	1.2513%
Mutual Reinsurance Company, Ltd.	1.1268%
Compagnie Europeene d'Assurances Industrielles, S.A.	.2503%
	<b>55.0264%</b>

U. S. FEDERAL EXCISE TAX \$ 90.32  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1968, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD7029(C)/UPA0098 of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.**

**THOMAS E. SEARS, INC.**  
 JOHN HANCOCK TOWER  
 100 CLARENDON STREET  
 BOSTON, MASS. 02116

BY:

**MONS 157772**



**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1

April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7029 (C)/UPA0098 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

MONS 157773

# THOMAS E. SEARS • INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1600  
TELEX NUMBER 94-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note — No. : SD7030(L)/UPA0100  
Renewal Of: SD6038(L)/UNA0154**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.  
This Insurance is to cover up to an amount of \$3,735,447 part of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$3,735,447 part of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$3,735,447 part of \$105,000,000 as indicated above, but only to pay the excess of:  
1) \$140,000,000 Umbrella Coverage which in turn is in excess of:  
2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1982  
Both Days 12:01 A.M. Standard Time

TO: April 1, 1983  
Flat  
PREMIUM: \$3,735.45 (For 100% hereon  
part of \$105,000  
for 100% of cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of May 19 82

THOMAS E. SEARS, INC.

By .....  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157839

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

It is further agreed that service of process in such suit may be made upon

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Monsanto CBI 5A007638

**ENDORSEMENT**

Endorsement No. .... **2** .....

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... **77.3236% of 3.5576%** ..... % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... **SD7030 (L)/UPA0100** ..... of the

.....  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

**BY:** .....

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 157841**



# THOMAS E. SEARS · INC.

INSURANCE · REINSURANCE

TELEPHONE 617 424-1600  
TELEX NUMBER 94-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## Insurance Cover Note—No. : SD7030(C)/UPA0100 Renewal Of: SD6038(C)/UNA0154

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Excess Broad Form Umbrella Liability Insurance.  
This Insurance is to cover up to an amount of \$3,735,447 part of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$3,735,447 part of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$3,735,447 part of \$105,000,000 as indicated above, but only to pay the excess of:  
1) \$140,000,000 Umbrella Coverage which in turn is in excess of:  
2) a) Underlying Insurance as set forth in Cover Note No. SD5023, or  
b) \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1982  
Both Days 12:01 A.M. Standard Time

TO: April 1, 1983  
Flat  
PREMIUM: \$3,735.45 (For 100% hereon  
part of \$105,000  
for 100% of cover)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of May 19 82

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 157843



**ENDORSEMENT**

Endorsement No. 2

April 1, 1982

**INSURED:****MONSANTO COMPANY, ET AL**

It is understood and agreed that 22.6764% of 3.5576% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<b><u>COMPANY</u></b>	<b><u>PROPORTION</u></b>
Turegum Insurance Company	6.7024%
British National Life Insurance Societe, Ltd.	6.7024%
Ancon Insurance Company (UK) Ltd.	2.2341%
Bermuda Fire & Marine Insurance Company, Ltd.	4.6919%
Brittany Insurance, Ltd.	2.3456%
	<u>22.6764%</u>

U. S. FEDERAL EXCISE TAX \$ 20.56  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1968, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD7030(C)/UPA0100 of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****BY:**

**THOMAS E. SEARS, INC.**  
 JOHN HANCOCK TOWER  
 200 CLARENDON STREET  
 BOSTON, MASS. 02116

**MONS 157845**



MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1

April 1, 1982

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of SD7030(C)/UPA0100 of the

VARIOUS COMPANIES  
THOMAS E. SEARS, INC.

BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 157846